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Legitimization of Bastards.—A man abandoned his wife and children in New York, married again without obtaining a divorce, eventually moved to Michigan, instituted divorce proceedings against his lawful wife by publication, notice of which she did not receive, was thereupon awarded a decree of divorce, and remarried the second wife, by whom he had had two children. The remainder of an estate of which the father had been life tenant was to vest in his "lawful issue." By the Michigan law the intermarriage of parents legitimizes their offspring. The New York Court of Appeals in *Olmsted v. Olmsted*, 83 Northeastern Reporter, 569, held that, as the Michigan court had never acquired jurisdiction of the person of the first wife, its decree of divorce was not a judgment which it was bound to respect, and that the subsequent marriage was invalid, and did not legitimize the issue of the second wife.

Proximate Cause.—Plaintiff had agreed to maintain fences about his premises along defendant's railroad track. A cow escaped through a defect in the fence, and was struck by defendant's engine. In *Southern Ry. Co. v. Dickens*, 45 Southern Reporter, 215, an action for the death of the animal, defendant contended that the failure to keep up the fence proximately contributed to plaintiff's damage, which contention the Supreme Court of Alabama refused to sustain.

Action against Husband by Wife.—The report of the case of *Copp v. Copp*, 68 Atlantic Reporter, 458, decided by the Supreme Judicial Court of Maine, discloses an attempt on the part of a wife to collect from her husband on a claim for labor as cook in his logging camp. Plaintiff also sought to establish a lien on certain logs. The court held that no judgment could be obtained by a wife against her husband, and sustained a demurrer to the declaration.

Compliance with Condition of Insurance Policy by Mortgagee.—In the case of *Union Inst. for Savings v. Phoenix Ins. Co.*, 81 Northeastern Reporter, 994, a policy of insurance was issued to a mortgagor containing a clause for payment of loss to the mortgagee as its interest may appear. Another provision related to notice of loss and arbitration. The Supreme Judicial Court of Massachusetts held that the primary duty rested upon the mortgagor, but that on his failure to take action the mortgagee might do so, and that compliance by one or the other was necessary before an action could be brought.

Distinguishing Marks on Election Ballots.—The statutes of Tennessee provide that in all elections ballots shall be of certain dimensions, and that, if any picture, sign, mark, etc., is placed thereon, the ballots shall not be counted. In *Cross v. Keathley*, 105 Southwestern

Reporter, 854, the Supreme Court of Tennessee held that ballots containing the word "for" preceding the name of the office, or the direction to vote for two, etc., contained distinguishing marks, and could not be counted. Also that, where the ballots were of the regulation size when cast, they could not be rejected because they were clipped after they were voted.

Wrongfully Issuing Marriage License.—In *Jackson v. Bannister*, 105 Southwestern Reporter, 66, a parent brought an action against a clerk of the court for issuing a marriage license to a daughter scarcely 15 years of age. The statute of Texas makes it a penal offense for a clerk to issue a marriage license to a girl less than 18 years of age without the consent of the parent, but common-law marriages are valid. The Court of Civil Appeal of Texas held that, although the clerk committed an offense, the marriage was valid. The parents, losing the right to her services by reason of the marriage, had no cause of action.

Imputation of Knowledge of Attorney to Client.—The maker and the payee of a note employed the same attorney. It was contended that, as the maker was insolvent, and the attorney knew of it, the payee was chargeable with notice which should have been imparted to a surety, and that a failure to do this operated as a discharge. In the case of *Sebald v. Citizens' Deposit Bank*, 105 Southwestern Reporter, 130, the Court of Appeals of Kentucky held that the imparting of such knowledge by an attorney to another client would be a violation of confidence and of legal ethics, which the court would not presume.

Larceny of One's Own Property.—In *Ayers v. State*, 59 Southeastern Reporter, 924, property had been levied upon by a constable under attachment. Defendant, after promising to replevy the property, moved it into another state. The Court of Appeals of Georgia held that, even though it was his own property, the title, being in the constable, was sufficient to sustain a conviction of larceny.

Purchase of Property by Wife of Co-Tenant.—In *Beaman v. Beaman*, 44 Southern Reporter, 987, intestate left certain realty incumbered by a deed of trust. Plaintiffs and one of defendants were his children, claiming as tenants in common. The property was sold under the trust deed and purchased by the wife of defendant co-tenant. Plaintiffs sued to have the deed canceled. The Supreme Court of Mississippi applied the rule that one tenant cannot purchase an outstanding title and set it up against the other tenants.